

94

1 Tony H. Ashtiani  
2 P.O.Box 12723  
3 Tamuning Guam 96931  
4 671-688-4844  
5 671-653-5575

4 **UNITED STATES DISTRICT COURT**

5 **DISTRICT COURT OF GUAM**

6

7 **Tony H. Ashtiani,** )  
8 Plaintiff, ) Civil Case No.: 02-00032  
9 Vs. ) MEMORANDUM OF POINTS AND  
10 **Continental Micronesia Inc,** ) AUTHORITIES IN SUPPORT OF  
11 **Dba, Continental Micronesia,** ) MOTION FOR PARTIAL SUMMARY  
12 **Continental Airlines,** ) JUDGMENT.  
13 Defendant. ) (FED R. CIV. P. 56)  
14 ) ((FED R. CIV. P. 56 (a), (d))  
15 ) 42 U.S.C.  
16 )  
17 )  
18 )  
19 )  
20 )  
21 )  
22 )  
23 )  
24 )  
25 )

16

17 Summary Judgment as part of a Modern System of Federal  
18 Litigation Management.

19 **I. RELIEF SOUGHT**

20 Plaintiff Tony H. Ashtiani pro se litigant and  
21 undersigned moves the Court for an Order, pursuant to Fed R. Civ  
22 P. 56(a), (c), (d), (e) for Partial Summary Judgment against  
23 defendant Continental Micronesia Inc., and its' parent company  
24 Continental Airlines. Plaintiff humbly prays that this Court  
25

**ORIGINAL**

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1 render a judgment for the plaintiff for liability set forth in  
2 plaintiff's [Second Amended] complaint filed on May 15 ,2003.  
3

4 In support of his motion, plaintiff presenting Defendants'  
5 produced documents, exhibits, other documents, and accompanying  
6 memorandum of law all filed contemporaneously herewith  
7 demonstrate that with respect to the issue there is no genuine  
8 issue of material fact and plaintiff is entitled to judgment as  
9 matter of law.

10

11       **II. SUMMARY JUDGEMNT IS PROPER WHEN MOVING PARTY MEET TWO**  
12       **PRONGED TEST.**

13       Summary Judgment is proper only if and when the summary  
14 judgment record provided established both

- 15
- 16       • There is no "genuine issue" as to any "material fact", and  
17       • The moving party is entitled to judgment as matter of law.

18

19       **III. STANDARD FOR GRANTING SUMMARY JUDGMENT.**

20       Pursuant to FRCP 56, It is well settled that if there are  
21 no material questions of fact existing in a legal matter, the  
22 court may make a determination of the issues and enter judgment  
23 in favor of the moving party. Celotex corp. V. Catrett, 477 U.S.  
24 317, 106 S. Ct. 2548 (1986);  
25

1                   **TITLE VII OF THE CIVIL RIGHTS ACT OF 1964**

2                   Title VII of the Civil Rights Act of 1964 (Pub.  
3                   L. 88-352) (Title VII), as amended, in volume  
4                   42 of the United States Code, section 2000e.  
5                   Title VII prohibits employment discrimination  
6                   based on race, color, religion, sex and  
7                   national origin. The Civil Rights Act of 1991  
8                   (Pub. L. 102-166) (CRA) amends several sections  
9                   of Title VII. section 102 of the CRA and (42  
10                  U.S.C. 1981), to provide for the recovery of  
11                  compensatory and punitive damages in cases of  
12                  intentional violations of Title VII.

13                   **UNLAWFUL EMPLOYMENT PRACTICES**

14                   SEC. 2000e-2. [Section 703]

15                   It shall be an unlawful employment practice for  
16                   an employer to discharge any individual, or  
17                   otherwise to discriminate against any  
18                   individual with respect to his compensation,  
19                   terms, conditions, or privileges of employment,  
20                   because of such individual's race, color,  
21                   religion, sex, or national origin; or to limit,  
22                   segregate, or classify his employees or  
23                   applicants for employment in any way which  
24                   would deprive or tend to deprive any individual  
25                   of employment opportunities or otherwise  
                    adversely affect his status as an employee,  
                    because of such individual's race, color,  
                    religion, sex, or national origin.

16                   **TITLE 42 USC & 1981 PROVIDES:**

17                   All persons . . . shall have the same  
18                   right in every state and territory to make and  
19                   enforce contracts, to sue, be parties, give  
20                   evidence, and to full and equal benefit of law  
21                   and proceeding for the security of persons and  
22                   property as is enjoyed by white citizens, and  
23                   shall be subject to like punishment, pains,  
24                   penalties, taxes, licenses , and exactions of  
25                   every kind, and to no other.

22                   The act covers whites as well as nonwhites from  
23                   discrimination. McDonald v. Santa Fe Trail trans. Co.  
24                   540 F2d 219

25                   Discharge cases always fit into the contract provisions.

1                   **IV. STATEMENT OF ISSUES PRESENTED.**

2       1) Whether Ashtiani attended his ailing mother, as children  
3       become parents and parents become children in the aging process  
4       of life cycle on this earth so, I lovingly embrace my  
5       responsibility in caring for my elderly mother in her time of  
6       decline.

8       2) Whether CMI Approved or Disapproved Ashtiani's FMLA While  
9       his son (Matthew) 3 ½ year old son was ill.

10      3) Whether CMI comprehends that among all its 1300 employees  
11     it is expected that any of its' employees age 40 to either have  
12     old parent or a child that will be needing care, intend of  
13     congress balance of family needs and work FMLA of 1993.

15      4) Whether Ashtiani was a "public policy enforcer" and was  
16     retaliated by Mr. McKinzie HR. Director.

18      5) Whether, defendant Mr. McKinzie (HR. director)  
19     administrated "flight or fight response" on Mr. Mahdi and later  
20     on Ashtiani.

22                   **V. UNDISPUTED MATERIAL FACTS**

23      6) By the "End of the day" on July 03, 2001 defendant CMI  
24     executed letter stating two defenses as specific reasons for  
25     cause of termination. EXHIBIT A.

1      **Defense I.** No call/ No show On Jun 23, 24 2001.

2  
3      **Defense II.** Refusal to meet to discuss the situation on Monday  
4      July 02, 2001.

5      Also see paragraph, 21,22,23 and 24 for alleged unauthorized  
6      absence.

7  
8      Now comes; Plaintiff striking both defenses as pretext.

9                    **A.STRICKING DEFENSE I.**

10  
11     7) Mr. Joe Pangelinans' Declaration and statement. Exhibit B.

12     8) Mr. Joe Pangelinans' Declaration and statement. Exhibit C.

13  
14     Noted, that Mr. Joe pangelinan states that "I had informed  
15     Mr.Mendoza that duty supv. on duty that Tony Ashtiani would not  
16     be in on Jun 23, 24 2001 at approx 1300, shift starts at 1330".

17  
18     9) Mr. Mendoza On June 23, 2001 at 16:38 (Approx 3 and ½  
19     Hours after he was informed by Mr. Pangelinan sends a e-mail  
20     "TONY DID NOT SHOW UP FOR ANY OF HIS DAYS". Defendant's  
21     production document (000931) EXHIBIT D.

22  
23     10) Mr. Ron Roberts statement 'I was told by one supervisor  
24     Bill Herrera " if Glenn would of told me Tony called in all this  
25     would not be happening." ' EXHIBIT E.

1                   **B. STRIKING DEFENSE II.**

2       11) Plaintiff was informed to attend a meeting at 1600 on  
3 July 02, 2001.

4       12) Attorney Mark Williams Esq.,. asks what is the meeting  
5 about and defendant deprived plaintiff rights to procedural due  
6 process and rights to representation Declaration of Mark  
7 Williams .**EXHIBIT F.** (please note that this happened at 10:30  
8 a.m.)

9

10      13) Accordingly, Ashtiani was left with limited procedural  
11 mechanism, thus, plaintiff requested information about the  
12 meeting and submitted a letter to human resources on July 02,  
13 2001 at 11:05 a.m. Defendants' production of document (000928)

14                   **EXHIBIT G.**

15

16      14) It was not until 11 minutes after the meeting at 16:11  
17 that Ms. Teresa Sage response to my letter and states " I Have  
18 received your letter". She states "you need to contact Zar as  
19 soon as possible". Defendants Production of Document (000929)

20                   **EXHIBIT H.**

21

22      15) plaintiff respectfully directs the attention of the Court  
23 that, this meeting was nothing but a "staged theatre" as Mr. Zar  
24 Atalig On June 28, 2001 (3 days prior to the meeting) had

1 requested plaintiff's final pay check Defendants' production of  
2 documents (000225) **EXHIBIT I**.

3

4 16) It is not plaintiff that has produced these documents  
5 Rather, it is the defendant through its own production of  
6 documents that has produced documents to discredit and unworthy  
7 of believe their own case. This single piece of document  
8 (000225) critical pivoting point under FRCP rule (56), Genuine  
9 issue of facts, upsetting indeed, indicates ill will, malice,  
10 and recklessness with no regards to plaintiffs' rights to  
11 adequate fair hearing to clear his name.

12

13 17) Defendants in their official capacity has violated  
14 plaintiff's right protected by the Equal Protection and equal  
15 application Clause of the Fifth and Fourteenth Amendment which  
16 is emphasized below, 42 U.S.C. SEC 2000e-2 (703) (2) (D).  
17 Consequently, plaintiff prays for partial summary judgment.

18

19 **UNLAWFUL EMPLOYMENT PRACTICES.**

20 42 U.S.C. SEC 2000e-2 (703) (2) (D)

21 Nothing in this Subsection shall be construed to authorize or  
22 permit the denial to any person of the due process of law  
requires by the constitution. EXHIBIT J.

23 The Supreme Court's statement in Aikens and Burdine is  
24 clear: a plaintiff can prevail either by proving that  
discrimination more likely motivated the decision or that the  
employer's articulated reason is unworthy of belief. See,  
25 e.g., *Bruno v. W.B. Saunders Co.*, 882 F.2d 760, 766, 51  
EPD Par. 39,244 (3d Cir. 1989)

1                   **simply disproving defendant's reason is enough, CBS,**  
2                   *Inc. v. Bruno*, 493 U.S. 1062 (1990); MacDissi v. Valmont  
3                   Industries, 856 F.2d 1054, 1059, 47 EPD Par. 38,261 (8th  
4                   Cir. 1988) plaintiff need not also prove intentional  
5                   discrimination; such an approach "unjustifiably multiplies  
6                   the plaintiff's burden").

7

5                   **VI. THERE ARE NO GENUINE ISSUE OF MATERIAL FACT**

6

7                   **A. CONSTRUCTIVE TERMINATION**

8                   **SIXTH CAUSE OF ACTION**

9

10                  18) Plaintiff had called work on Jun 23<sup>rd</sup> of 2001, prior to  
11                  the shift start. Defendants' maintenance supervisor acting in  
12                  official capacity of the defendant withheld and concealed the  
13                  information and regarded the plaintiff as two consecutive days  
14                  no-call/no-show.

15

16                  19) Mr. Joe Pangelinan furthermore clarifies that the  
17                  supervisor was informed about my absences due to illness of my  
18                  son and that this information was passed down to him prior to  
19                  shift start. Mr. Ron Roberts statement Confirms that a wrongful  
20                  termination was at play and that Mr. Bill Herrera knew about the  
21                  information. Accordingly, CMI was well informed about my  
22                  wrongful discharge and made no attempt to prevent the  
23                  intentional infliction of emotional distress thus, allowed to  
24                  continue on as a result administrated more intolerable stress  
25                  and harm to a common man and his family.

1           A **constructive discharge** occurs when the employer  
2           has given the employee the option to remain employed  
3           by the company but has placed such intolerable,  
4           difficult, or unpleasant conditions on the employee's  
5           continued employment that a reasonable person in the  
6           employee's circumstances would resign rather than  
7           remain employed. Rulon-miller v international business  
8           machines Corp.(1984)162 Cal. APP. 3d 241,208  
9           Cal.Rptr.254

10           6           **B. WRONGFUL TERMINATION**

11           7           **SEVENTH CAUSE OF ACTION**

12           8           20) Plaintiff asserts that wrongful termination occurred due  
13           9           to the fact supervisors in coordinated effort withheld  
14           10          information from each other or they knew and did not tell the  
15           11          truth acted in ill will, false motive, malice and willful  
16           12          misconduct.

17           13          **LENGTH OF SERVICE**

18           14          In which the fact that an airline employee had worked  
19           15          for the airline for 18 years was a factor to which the  
20           16          court pointed in holding that, under the  
21           17          circumstances of the case, the covenant of good faith  
22           18          and fair dealing required the airline to have good cause  
23           19          to terminate the employee. Clearly v. American  
24           20          Airlines (1980) 111 Cal App 3d 443,168 Cal Rptr  
25           21          722

26           19          **LACK OF GOOD FAITH DEALING DEFINED**

27           20          To find the defendant liable for breach of the covenant of  
28           21          good faith and fair dealing, you do not have to find that  
29           22          the employer intentionally acted in bad faith. Bad faith  
30           23          implies dishonesty, fraud, and concealment. However,  
31           24          lack of good faith and fair dealing may be found where an  
32           25          employer acts unreasonably or without giving equal  
                  consideration to the employee's rights and interest as it  
                  gives to its own interest. The employer is liable for  
                  breach of its duty to act in good faith and fairly if its  
                  conduct showed either a lack of good faith or a lack of  
                  fair dealing toward plaintiff. Gruenberg v Aetna Ins. Co.  
                  (1973) 9 Cal.3d 566, 573-574,108 Cal.Rptr.480

1  
2                   **C. Negligent Supervisor**  
3

4                   **SECOND CAUSE OF ACTION**  
5

6         21) Plaintiff assertion of negligent supervision arises from  
7 many cover up-s and bad faith which occurred, between  
8 supervisors, Defendant Continental knew, or reasonably should  
9 have known, that Maintenance supervisors were engaging in the  
10 unlawful behavior, After defendant discovered that Ashtiani had  
11 called, Mr. Herrera without communicating or my consent signs  
12 "for employee" and places reason for absences "No show" by  
13 removing "NO CALL" part of it, as defendant is well aware if  
14 specific reason is invalid in part thus, invalid as whole.  
15

16         22) Noted that Defendant is making this change on October 30,  
17 2001. (4 months after termination). Defendants' production of  
18 document (000254) EXHIBIT K.  
19

20         23) Plaintiff also prepared for this defense of defendants as  
21 Plaintiff requested from his Co-worker to bring out similar  
22 situation sick calls from the same classification as plaintiff  
23 of different race and nationality in comparative worth capacity.  
24

- 25         1). On April 03, 2002 Tony. R. Calls Roger. (non Supv).  
26         2). On April 14 2002 Junior. M. Calls Victor. (non Supv).  
27         3). On April 27, 2002 Marlon R. Calls Fabian. (non Supv).  
28

29                   **JOINT EXHIBITS L.**

1           24) These above employees did call non-supervisors and did  
2 not receive any authorization from supervisor prior to their  
3 absences of not coming to work, and Ashtiani among all the  
4 employees of CMI needs authorization from supervisor for his  
5 absences.

6           Plaintiff must demonstrate that the employer's stated  
7           reasons for its employment practices "were not its true  
8           reasons, but were a pretext for discrimination." *Texas*  
9           *Department of community affairs v. Burdine*, 450 U.S at  
10          253,101 S.Ct at 1093.

11          D. Unlawful Discrimination Based upon Race and National Origin

12           **THIRD CAUSE OF ACTION**

13          25) At all times material hereto, federal statute civil  
14 rights act of 1964 as amended and USC-2000-e5. Which prohibited  
15 Defendant Continental, from discriminating against any employee  
16 on the basis of race, color or ancestry. Said laws required  
17 Defendant Continental to refrain from discriminating against  
18 Plaintiff on the basis that he was a minority among the majority  
19 group. Second Amended Complaint *Id* at paragraph (34).  
20

21  
22           (Prima facie case of racial discrimination established by  
23 showing that plaintiff was (1) A member of a protected  
24 class; (2) qualified for the position from which he or she  
25 was discharged; (3) discharged; and (4) that after  
plaintiff's discharge, "the position remained open and the  
employer continued to seek applicants from persons of  
complainant's qualifications"). See *McDonnell Douglas v.*  
*Green*, 411 U.S. 792, 801, 92 S.Ct.

1       26) Elements (1) and (3) is uncontested also see, Second  
2 Amended Complaint id at paragraph (11). For element (2).

3       27) Plaintiff now needs to satisfy condition (4) of prima  
4 facie case within the framework of McDonnell Douglas v. Green.  
5 Mr. Vince Diaz's statement " 2 Employees were hired as A&P'S  
6 after H. Ashtiani's termination." A&P's(Airframe & power plant)  
7 Mechanic. EXHIBIT M.

8  
9  
10 McAlester alleged he suffered racial discrimination because  
11 he received disparate treatment under United's disciplinary  
12 procedures. McDonnell Douglas, 411 U.S. 792, 93 S.Ct.  
13 1817, 36 L.Ed.2d 668, establishes the model of proof for an  
14 individual disparate treatment case. A prima facie case of  
discriminatory termination is made by showing (i) that  
McAlester belongs to a racial minority; (ii) that he was  
discharged for violating a work rule of United; and (iii) that  
similarly situated non-minority employees who violated the  
same rule were treated differently than he was. Brown v.  
A.J. Gerrard Mfg. Co., 643 F.2d 273, 276 (5th Cir.1981).

15  
16       28) In this case Elements (i) and (ii) is uncontested.  
17 plaintiff reasonably believes that based on circumstantial  
18 evidence has proven condition (iii) previously in this motion Id  
19 at paragraph 15,17,23, and 24. Also see, Mr. Larry Kimball's  
20 statement in plaintiff's declaration.

21       29) Therefore, Defendant Continental has engaged in other  
22 discriminatory practices. As a direct, foreseeable, and  
23 proximate result of Defendant's discriminatory acts, Plaintiff  
24 has suffered and continues to suffer the humiliation,  
embarrassment, negative publicity, mental and emotional distress

1 administrated upon him including name callings. Plaintiff's  
2 Affidavit. *Id* at answer to interrogatories No 18.

3 United asserts McAlester failed to prove intentional race  
4 discrimination because he did not show specific racial  
5 animus on the part of his supervisors. This is not  
6 McAlester's burden. While McAlester must produce  
7 evidence of discriminatory intent or motive to establish a  
8 prima facie case, it can be inferred from the mere fact of  
9 differences in treatment. Teamsters, 431 U.S. at 335 n.  
10 15, 97 S.Ct. at 1854 n. 15 (1977); Clark v. Atchison,  
11 Topeka and Santa Fe Ry. Co., 731 F.2d 698, 702 (10th  
12 Cir.1984). McAlester need not show his supervisors were  
13 personally prejudiced against him.

14 30) On the other hand, Ashtiani is able to prove beyond  
15 circumstantial evidence that racial animus was existing and  
16 stated by the director of maintenance Mr. Hammer. EXHIBIT N.  
17 also see, Answer to Interrogatories No 18.

18 Thus, it must be shown between the employer's proven  
19 bias and its adverse action. For example, evidence that  
20 the biased remarks were made by the individual  
21 responsible for the adverse employment decision or  
22 by one who was involved in the decision, along with  
23 evidence that the remarks were related to the  
24 decisionmaking process, would be sufficient to establish  
25 this link. See also Randle v. LaSalle Telecommunications,  
Inc., 876 F.2d 563, 569, 50 EPD Par. 39,074 (7th Cir.  
1989)

26 **E. INTENTIONAL DISCRIMINATION , INTENTIONAL RETALIATION POST 9/11**

27 **FOURTH CAUSE OF ACTION.**

28 31) Plaintiff moves to secure discrimination occurred based  
29 on solid concrete evidence provided from the Continental legal  
30 department in Houston, Texas., Covering-up discrimination with  
31 no regards for the rights of minorities in Guam despite the

1 joint statement from the EEOC AND DEPARTMENT OF JUSTICE post  
2 9/11.

3

4 32) June 14, 2002 letter from EEOC investigator to  
5 Continental Airlines, requesting statistical data. EXHIBIT O.  
6 Defendants' production of document 001032.

7

8 33) June 18, 2002 Intentional delay to accomplish July 3,  
9 as pivoting of response to EEOC. EXHIBIT P. Defendants'  
10 production of document 001034. (Noted that Jul 03, 2001 was the  
11 date of plaintiff's termination letter).

12

13 34) July 10, 2002 defendants concealed crucial information,  
14 and statistical data in reference to number of terminated  
15 employees, all minorities, by shifting months, and not  
16 responsive to EEOC requests of specific months in question.  
17 EXHIBIT Q. Defendants production of documents 001037.

18

19 35) Defendants alters the initial request of EEOC for June  
20 1999 and submits modification made to 6 months ahead to January  
21 1, 2000. (Skipping 6 months).

22

23 36) Defendant withheld information in reference to  
24 statistical data to conceal the identity of Mr. Ali Mahdi which  
25 was released in December 1999. (Shortly after e-mail in

1 plaintiff's affidavit) African-American, 44 years old, male.  
2 Also in the same respond to EEOC, defendant had already  
3 terminated Mr. Bruce Lee on or about June 6, 2001. Chinese  
4 National, also a minority in Plaintiff's Department, defendant  
5 does a touch and go with his name and never mentioned that he  
6 was also terminated.

7

8       37) Defendant On the same Exhibit Q, alters the ending  
9 period of statistics from June 2001 of EEOC request , to fit  
10 their own to July 3, 2001, which its original motive of change  
11 of this date was generated on the letter dated June 18, 2002.  
12 previous EXHIBIT P, More importantly, this had played an optical  
13 illusion to distract investigator's recollection in reference to  
14 (July 03). U.S. Federal Investigator had requested statistics  
15 between June 1999 to ending June 2001, no mention any where in  
16 his initial request of ending period July 03, 2001.

17

18       38) Defendant's bold legal strategy was a big risk between no  
19 cause finding and now intentional discrimination and intentional  
20 retaliation post 9/11. The defendants' actions were generated to  
21 covering up statistical data, conspiracy of federal statute.

22

23       39) If in fact, correct information was presented, pattern of  
24 practice had been established which is what the investigator was  
25 looking for. See, plaintiffs' affidavit. Paragraph 6 ,7, and 10.

1                   F. Intentional Infliction of Emotional Distress

2

3                   **FIRST CAUSE OF ACTION**

4         40) Plaintiff after wrongfull termination and intentioanl  
5 discrimination had suffered loss of motivation, loss of self  
6 esteem, loss of energy, injury to professional standing, loss of  
7 enjoyment of life, anexity, stress, depression, marital strain,  
8 humiliation, emotional distress, nervous break down, injury to  
9 credit standing.

10         41) Ashtiani had complaint to Dr. Chenet on October 03,  
11 2001. and it was briefly noted by Dr. Chenet "37 year old male is  
12 in for decrease energy, elev fatigue, chronic fatigue syndrom,  
13 depression over loss of job at Contininatal as aircraft  
14 mechanic. EXHIBIT R.

16

17         42) Plaintiff based on direct and circumstantial evidence  
18 reasonably believes that he has proven that wrongful termination  
19 has occurred and that plaintiff moves the court for intentional  
20 infliction of emotional distress as liability against the  
21 defendant.

22                   Emotional distress are available in a wrongful discharge  
23                   action under the public policy.

24         Plaintiff's psychiatrist testified that the plaintiff was  
25 suffering from anxiety, stress, and depression. The court  
found that this was an adequate basis for the award.  
Rowlett v. Anheuser-Busch, 832 F.2d 194, 44 EPD Par.  
37,428 (1st Cir. 1987).

## VII. CONCLUSION

3       43) Plaintiff has been left with impression that employer  
4 has taken 17 years of my youth life, and has taken the very best  
5 employee that had to offer, in addition 2  $\frac{1}{2}$  years to fight my  
6 case, nearly 20 years, has destroyed the future of my children's  
7 education and now has discarded the employee like a used tissue  
8 or in a way that disregards all human dignity.

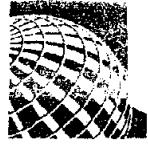
10       44) For all of the reasons set forth above, the plaintiff  
11 respectfully asks of Honorable Chief Judge John S. Unpingco of  
12 United States District Court of Guam and prays even more that  
13 Partial Summary Judgment will be Granted.

16 Submitted respectfully, This 21<sup>st</sup> day of November, 2003

Tony H. Ashtiani

Pro Se, Litigant

# Continental Micronesia



To: Hamid (Tony) Ashtiani  
From: William A. Herrera  
Subject: Disciplinary Action  
Date: July 3, 2001

At the end of our discussion on June 26, 2001 with Prudencio Aguiló and IBT Representative, Mike Pablo present, you were advised that you would be contacted for a meeting on Monday. I had also advised you to contact me by Tuesday, 1600 if you had not heard from me. The meeting was scheduled to discuss your no-call/no-show of your shifts of June 23 and 24, 2001.

After numerous attempts, starting with my e-mail sent on June 27 to the address you had provided and also voice messages left on the answering machine associated with telephone number 653-5575, we have been unable to set a formal meeting date. Because of the faxed received at 1701 on July 3, 2001 it is apparent that you don't want to meet to complete this investigation. With the information that I have available and based on no reasonable explanation for not securing authorization for your absences on June 23 and 24, 2001 I have made the decision to terminate your employment with Continental Micronesia effective July 3, 2001.

Because your refusal to meet and discuss this situation any further, it is with regret that I am reduced to sending this certified letter concerning your status with Continental Micronesia. Your final paycheck is available and may be retrieved from the Human Resources department by contacting Robbi Crisostomo, 642-8727 or Teresa Sage, 642-8852.

Should you elect to appeal this termination, you may do so in accordance with Article 24 of the current bargaining agreement between Continental Micronesia, Inc. and The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

William A. Herrera

Cc: Baltazar Atalig  
Employee Relations  
Union Representative  
P-file

323

(21)

## DECLARATION

### DECLARATION OF JOE . PANGELINAN.

I, Joe Pangelinan declare as follows:

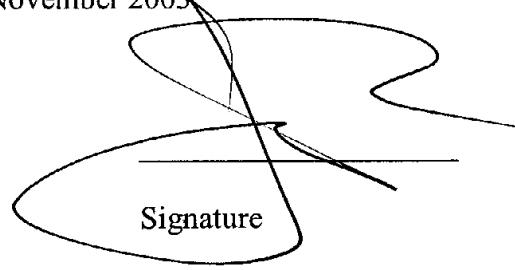
My name is Joe Pangelinan, at my own will I testify that Tony Ashtiani did call on June 23, 2001 at approx. 1250 p.m. that Tony informed me he will not be in due to illness of his son and he would not be in on June 23 and 24 , 2001.

If you have any questions please contact me at Cell 687-2303. Hm. 789-1946.

If called as a witness, I would and could testify competently testify thereto to all facts within my personal knowledge except where stated upon information and belief. I further hereby declare that this declaration is executed under penalty of perjury at AGANA, Guam. on this 17 day of November 2003



Printed Name

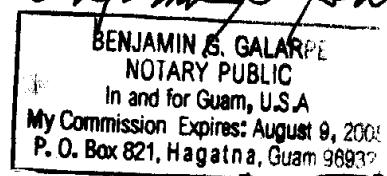
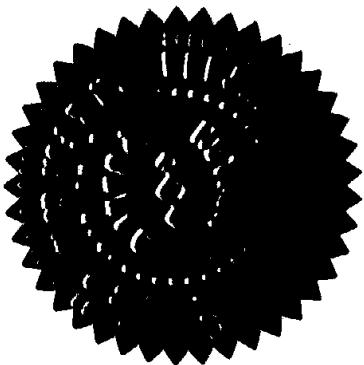


Signature

### CERTIFIED COPY

GUAM, U. S. A.,

On this 18th day of November, 2003, I certify that the preceding or attached documents and the duplicate retained by me as a notarial record, are true, exact, copies of "DECLARATION OF JOE PANGELINAN", presented to me by the document's custodian TONY H. ASHTIANI, held in my custody as a notarial record, and that, to the best of my knowledge, are either public records nor publicly recordable documents, certified copies of which are available from an official source other than a notary.



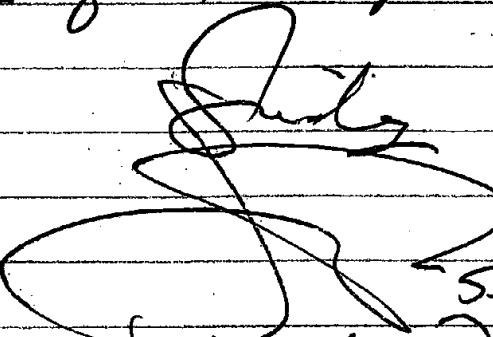
889702

To E.E.O.C. Director:

Dea Ms. Perea,

My name is Joe Pangelinan. At  
req. Your will Estab. That Tony Ashtiani  
did call on June 23, 2001 at  
approx 1250 pm. That Tony informed  
me he will not be in due to  
illness, of his son and he would not  
be in on Jun 23 & 24<sup>th</sup> 2001. →  
If you have any questions pl. contact me  
at 687-2303.

Hut# 789-1946



555917413

0569404 - PANGELINAN

475

## DECLARATION

### DECLARATION OF JOE . PANGELINAN.

I, Joe Pangelinan declare as follows:

In addition to previous declaration, I had informed Mr. Mendoza that duty supervisor on duty that Tony Ashtiani would not be in on Jun 23 & 24 2001 at approx 1300, shift starts at 1330.

In reference to Mr. Sherman Thompson's statement everyone in the dept knew Tony Ashtiani was of Iranian descent on several occasion Mr. Sherman Thompson would talk Politics about Iran with Tony Ashtiani. Sherman Thompson on different occasions would refer to Tony Ashtiani as his "Persian Brother" or "Iranian Brother." Sherman Thompson is misleading the investigator on Tony Ashtiani knowledge of his nationality.

My personal view on the situation is Mr. Tony Ashtiani is a very respectable and knowledgeable individual in our dept. Please consider his case.

If called as a witness, I would and could testify competently testify thereto to all facts within my personal knowledge except where stated upon information and belief. I further hereby declare that this declaration is executed under penalty of perjury at AGANA, Guam. on this 17 day of November 2003.

Joseph M. Pangelinan

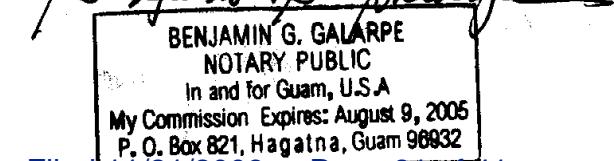
Printed Name

Signature

CERTIFIED COPY

GUAM, U. S. A.,

On this 18th day of November, 2003, I certify that the preceding or attached documents and the duplicate retained by me as a notarial record, are true, exact, copies of "DECLARATION OF JOE PANGELINAN", presented to me by the document's custodian TONY H. ASHTIANI, held in my custody as a notarial record, and that, to the best of my knowledge, are either public records nor publicly recordable documents, certified copies of which are available from an official source other than a notary.



14 Sept 02

FBI E.O.C. Director:

Dear Mr. Rivera,

In addition to previous letter I had informed Dr. Mendez that Tony Soprano clearly that Tony Ashtiani would not be in on June 23 & 24 2001 at approx 1300, Shift starts at 1330.

In reference to Dr. Sherna Thompson's statement everyone in the dept knew Tony Ashtiani was of Iranian descent. On several occasions Dr. Sherna Thompson would talk politics about FSAW with Tony Ashtiani. Sherna Thompson on different occasions would refer to Tony Ashtiani as his "Persian Brother" or "Iranian Brother". Sherna Thompson is misleading the investigator on Tony Ashtiani knowledge of his nationality.

My personal view on the situation is Mr. Tony Ashtiani is a very respectable & law abiding individual in our dept.

Please reconsider his case.

John

Joseph A. Pressman

476

ESCAPRUS

**Herrera, William A**

---

**From:** Mendoza, Glenn R  
**Sent:** Saturday, June 23, 2001 16:38  
**To:** Babauta, Benjamin C; Herrera, William A  
**Cc:** Atalig, Baltazar

TO DAYS/SWINGS 23JUN01  
201- NLG DIP CW BY DAYS. AC TO DO 973. NO PLA.  
227- GOOD TA AC. PUT LITE BULBS 4551 FOR MNL MX. IT'S IN THE COCKPIT. NO PLA.  
228- SCK WIP, NO PLA. ONE DIP FOR NO1 ENG NO8 BLADE SLOT CONVEX TE SIDE. WITHIN LIMITS, NEED TO DO INSP PER ECRA 7221-0164. SPN PLA NO1 ENG HIGH STAGE BLEED, SWINGS WIP.  
232- GOOD DISP, CHECKING ON AOG FOR INFO FOR SHIPPING ON PANEL 29-5221-3-0024 DUE IN 03JUL PER AOG ROBERT..  
235- COMING IN AT 2255. WILL TRY AND MEET TO PUT OIL. NO PLA.  
236- GOOD DISP.  
GOOD TA AC. NO PLA.  
246- SCK WIP, NO PLA.  
249- SWAPPED WITH 250, SENT SCK-3 PAPERWORK AND PARTS TO SPN TO CW.  
250- SWINGS WIP FOR CONDUIT DIP, SCK WIP. ETR 0200 24JUN.  
063- CAME IN WITH COFFEE AND OVEN INOP CW, DID NOT WORK CARGO DUE RAMP LOADING.  
083- SCK WIP, WORKING PLA AT THIS TIME. FAULT ISO PANEL, A/C DOOR OIL, FWD CARGO LOADING SYS INOP.  
PLS SEE IDI FOR EA FOR OXY GEN INSP.  
BILL, TONY DID NOT SHOW UP FOR ANY OF HIS DAYS, HE DID TALK TO JOE P. ABOUT SOME MEETING YOU AND HIM ARE TO ATTEND ON MONDAY. SEE NOTE IN YOUR MAILBOX. ALSO RYAN G. HAS BEEN SICK THIS WHOLE WEEK. HE CALLED ME ON FRIDAY AND SAID HE WAS GOING TO SEE A DOCTOR THAT DAY, I TOLD HIM TO MAKE SURE HE HAD A DOC. NOTE. I DID OFFER FMLA BUT HE DECLINED.  
PER MARTY EA FOR OXY GEN INSP MY BE DONE IF YOU FEEL YOU HAVE THE TIME AND MANPWR. IF NOT HE CAN HAVE IT DONE AT BCK, NO BIG RUSH ON THIS. PER MARTY.  
ZAR, I WOULD LIKE TO TAKE ONE WEEK VAC STARTING 12-15JUL, THIS IS THE WEEK I MOVED IN MAY DUE TO BILL WAS ALSO ON VAC.

**000931**

Herrera, William A

From: Mendoza, Glenn R  
Sent: Saturday, June 23, 2001 16:38  
To: Babauta, Benjamin C; Herrera, William A  
Cc: Atalig, Baltazar

TO DAYS/SWINGS 23JUN01  
201- NLG DIP CW BY DAYS. AC TO DO 973. NO PLA.

227- GOOD TA AC. PUT LITE BULBS 4551 FOR MNL MX. IT'S IN THE COCKPIT. NO PLA.

228- SCK WIP, NO PLA. ONE DIP FOR NO1 ENG NO8 BLADE SLOT CONVEX TE SIDE WITHIN LIMITS, NEED TO DO INSP PER ECRA 7221-0164. SPN PLA NO1 ENG HIGH STAGE BLEED, SWINGS WIP.

232- GOOD DISP, CHECKING ON AOG FOR INFO FOR SHIPPING ON PANEL 29-5221-3-0024 DUE IN 03JUL PER AOG ROBERT..

235- COMING IN AT 2255. WILL TRY AND MEET TO PUT OIL. NO PLA.

236- GOOD DISP.

240- GOOD TA AC. NO PLA.

246- SCK WIP, NO PLA.

249- SWAPPED WITH 250, SENT SCK-3 PAPERWORK AND PARTS TO SPN TO CW.

250- SWINGS WIP FOR CONDUIT DIP, SCK WIP. ETR 0200 24JUN.

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083- SCK WIP, WORKING PLA AT THIS TIME. FAULT ISO PANEL, A/C DOOR OIL, FWD CARGO LOADING SYS INOP.

PLS SEE IDI FOR EA FOR OXY GEN INSP.

BILL, TONY DID NOT SHOW UP FOR ANY OF HIS DAYS, HE DID TALK TO JOE P. ABOUT SOME MEETING YOU AND HIM ARE TO ATTEND ON MONDAY. SEE NOTE IN YOUR MAILBOX. ALSO RYAN G. HAS BEEN SICK THIS WHOLE WEEK. HE CALLED ME ON FRIDAY AND SAID HE WAS GOING TO SEE A DOCTOR THAT DAY, I TOLD HIM TO MAKE SURE HE HAD A DOC. NOTE. I DID OFFER FMLA BUT HE DECLINED.

PER MARTY EA FOR OXY GEN INSP MY BE DONE IF YOU FEEL YOU HAVE THE TIME AND MANPWR. IF NOT HE CAN HAVE IT DONE AT BCK, NO BIG RUSH ON THIS. PER MARTY.

ZAR, I WOULD LIKE TO TAKE ONE WEEK VAC STARTING 12-15JUL, THIS IS THE WEEK I MOVED IN MAY DUE TO BILL WAS ALSO ON VAC.

WTH-A 1124/02

May 29, 02

During the month of December on or about 11th el Ronald Roberts went to MR. Jim Hammer's office to talk to him about man power. Because of the recent layoff of aircraft mechanics. When el asked Mr. Hammer about bringing back Mr. Wong (ED), Because we were told, by Mr John Carbajal who took a year leave of absents. John was told by Mr Hammer he was recalling ED Wong. But this was only to keep John happy until he left. MR Hammer had no intentions of bring anyone back, in fact Mr. Hammer had told me we were still 6 people over man power. So el asked Mr Hammer about Tony Ostiani who el feel was wrongfully released from the company. Because of two supervisor's not communicating with each other. el was told by one supervisor Bill Herrera "if Glenn would of told me Tony called in all this would not be happening".

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DECLARATION

DECLARATION OF MARK E. WILLIAMS

I, Mark E. Williams, declare as follows:

JULY

(a) On June 2, 2001 at approximately 10:30 a.m., Guam time, I contacted Ms. Teresa Sage of the Continental Airlines Human Resources Office by phone and advised her of this office's representation of Mr. Tony Ashtiani, and requested information regarding the subject matter of the pending hearing or conference between the Management of Continental Airlines and Mr. Ashtiani involving Mr. Ashtiani's disciplinary action, and his related appeal/grievance of such action. I further requested information necessary for the preparation of Mr. Ashtiani and this office for such conference or hearing. However, Ms. Sage refused to provide any such requested information or to acknowledge this office's representation of Mr. Ashtiani. Instead, Ms. Sage directed me to contact Continental's legal office in Houston, which we were unable to do by phone as the office in Houston was apparently closed at that hour.

I declare that I have firsthand knowledge of the foregoing facts, that I have read the foregoing statement and that the information contained herein is true and correct to the best of my knowledge and belief, and that if called as a witness, I could testify competently thereto. I further hereby declare that this declaration is executed under penalty of perjury at Hagatna (Guam) on

3/20/02.

(Date)

Mark E. Williams

Printed Name

Mark E. Williams

Signature

July 01, 2001

**TONY ASHTIANI**

P.O. BOX 12723  
TAMUNING, GUAM 96931  
CELL: 671- 688-4844  
CELL: 671- 687-8182  
TEL : 671- 653-8008  
FAX : 671- 653-5575  
(e-mail) ashtiani@ite.net

TO : Ms .TERESA SAGE  
HUMAN RESOURCES DEPT.  
LABOR RELATIONS

RE: MEETING

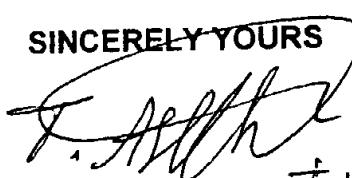
PLEASE BE ADVISE AS PER THE AGREEMENT BETWEEN CMI AND IBT ,  
ARTICLE 24 ITEM F. LETTER VIA CERTIFIED MAIL WHICH WOULD INCLUDE THE  
FOLLOWING INFORMATION.

- 1) THE CONTENTS OF THE MEETING?
- 2) THE NUMBERS OF PERSONS WHICH WILL ATTEND (CMI)?
- 3) WHO WILL BE ATTENDING THIS MEETING (PROVIDE LIST OF NAMES)?
- 4) WHICH ARTICLES WILL BE DISCUSSED?
- 5) WHICH STEPS OF ARTICLE 24 WILL BE DISCUSSED?

SINCE THIS MEETING HAS DIRECT EFFECT ON ME I AM ENTITLED TO  
SUCH BASIC ANSWERS ALSO PROPER AND ADEQUATE TIME TO PREPARE.

YOUR COOPERATION IN THIS MATTER IS KINDLY APPRECIATED .

SINCERELY YOURS

  
JUL/02/01  
11:05 AM

RECEIVED  
7/2/01  
11:12 AM

000928

Sage, Teresa

---

From: Sage, Teresa  
Sent: Monday, July 02, 2001 4:11 PM  
To: 'ashtiani@ite.net'  
Subject: Meeting  
  
Importance: High

Tony,

I have received your letter. As a matter of fact, Bill Herrera has been trying to reach you to confirm the meeting that was scheduled for 1600 today. I understand he e-mailed you last week when he set it up. With regard to the information you refer to in your letter, I'm afraid you have misunderstood the contract. We welcome the chance to clarify during the meeting with you.

You need to contact Bill or one of the Tech Ops supervisors or Zar as soon as possible.

*Regards,*

*Teresa Sage*

tsage@csair.com  
Employee Relations  
(671) 642-8852 - Office  
(671) 649-5006 - Fax (private)  
(671) 720-8202 - Pager  
*Co mail:* GUMHR

000929



INTER-DEPARTMENTAL MEMORANDUM  
June 28, 2001

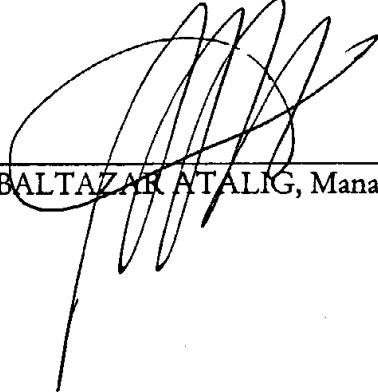
TO:           Beatrix A. Camacho,  
                Payroll Department

FROM:         Adrienne B. Cruz

SUBJECT:      Final Paycheck - Tony Ashtiani

Enclosed is the Hours Summary, and Punch Detail Report for the aforementioned subject. Should you have any inquiries or require additional information, please do not hesitate to contact me.

Please be advised that this memorandum is countersigned and approved by our Manager.

  
BALTAZAR ATALIG, Manager - Aircraft Maintenance

From the desk of:  
**Adrienne B. Cruz**  
Administrative Specialist  
Phone: [671] 642-8904  
Fax: [671] 649-5248  
E-mail: acruz@csair.com  
Boardmail: GUMMX

000225

(i) by a person who, prior to the entry of the judgment or order described in subparagraph (A), had-

(I) actual notice of the proposed judgment or order sufficient to apprise such person that such judgment or order might adversely affect the interests and legal rights of such person and that an opportunity was available to present objections to such judgment or order by a future date certain; and

(II) a reasonable opportunity to present objections to such judgment or order; or

(ii) by a person whose interests were adequately represented by another person who had previously challenged the judgment or order on the same legal grounds and with a similar factual situation, unless there has been an intervening change in law or fact.

(2) Nothing in this subsection shall be construed to-

(A) alter the standards for intervention under rule 24 of the Federal Rules of Civil Procedure or apply to the rights of parties who have successfully intervened pursuant to such rule in the proceeding in which the parties intervened;

(B) apply to the rights of parties to the action in which a litigated or consent judgment or order was entered, or of members of a class represented or sought to be represented in such action, or of members of a group on whose behalf relief was sought in such action by the Federal Government;

(C) prevent challenges to a litigated or consent judgment or order on the ground that such judgment or order was obtained through collusion or fraud, or is transparently invalid or was entered by a court lacking subject matter jurisdiction; or

(D) authorize or permit the denial to any person of the due process of law required by the Constitution.

(3) Any action not precluded under this subsection that challenges an employment consent judgment or order described in paragraph (1) shall be brought in the court, and if possible before the judge, that entered such judgment or order. Nothing in this subsection shall preclude a transfer of such action pursuant to section 1404 of title 28, United States Code.

#### OTHER UNLAWFUL EMPLOYMENT PRACTICES

##### SEC. 2000e-3. [Section 704]

(a) It shall be an unlawful employment practice for an employer to discriminate against any of his employees or applicants for employment, for an employment agency, or joint labormanagement committee controlling apprenticeship or other training or retraining, including onthejob training programs, to discriminate against any

# Continental Micronesia

CRM: P-138CM  
I&E#: 00-0703-3-1415  
EV: 02/95

Employee Number: 05963

Date Prepared: 10/30/01

## ABSENCE FROM DUTY REPORT

1. SICK LEAVE: Immediately upon return to work or at the end of each pay period whichever first occurs.
2. OCCUPATIONAL INJURY LEAVE: Immediately when injury necessitates absence from duty.
3. VACATION: Prior to the start of the vacation period; OR when a paycheck is desired before the start of the vacation period, this form must be received in Payroll FOURTEEN (14) CALENDAR days prior to the date the check is desired.
4. OTHER: Immediately upon return to work or at the end of each pay period whichever first occurs.  
Distribution: White copy - Payroll • Yellow copy - Division Head File • Pink copy - Supervisor File • Gold copy - Employee

(Attach Doctor's Certificate When Requesting)

I,                         , employed at                          and                           
PRINT NAME WORK LOCATION / COST CENTER

Employee Number                         , hereby certify that I was absent due to sickness for the period of the time indicated below and that I was unable during such period to perform my regularly assigned duties.

DATE OF ABSENCE                          TOTAL HOURS                          **000254**

BRIEF DESCRIPTION, NATURE OF ABSENCE                         

Signature of Employee                          ACKNOWLEDGED                           
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

(Attach Doctor's Certificate When Requesting)

I,                         , employed at                          and                           
PRINT NAME WORK LOCATION / COST CENTER

Employee Number                         , hereby certify that I was absent due to sickness for the period of the time indicated below and that I was unable during such period to perform my regularly assigned duties.

DATE OF ABSENCE                          TOTAL HOURS                         

Signature of Employee                          ACKNOWLEDGED                           
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

I,                         , employed at                          and                           
PRINT NAME WORK LOCATION / COST CENTER

Employee Number                         , hereby certify that I will be on vacation in accordance with my approved vacation schedule for the period of time indicated below.

VACATION (HOURS)                         

DEFERRED HOLIDAYS (HOURS)                         

DATES OF VACATION (FROM)                          (TO)                          TOTAL HOURS                         

MY PAYCHECK TO BE ISSUED ON                          is herewith requested for                           
(DATE) (DATE)

Signature of Employee                          ACKNOWLEDGED                           
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

(Personal Business, Authorized Leave, Jury Service, etc.)

I, Tony Astiani, employed at Guam and                           
PRINT NAME WORK LOCATION / COST CENTER

Employee Number 05963, hereby certify that I will be on vacation in accordance with my approved vacation schedule for the period of time indicated below.

DATE OF ABSENCE Jun 23-24, 2001 TOTAL HOURS 20

REASON FOR ABSENCE No Show

If because of death in the immediate family, what relation to the employee?                         

Signature of Employee For Employee ACKNOWLEDGED                           
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

Distribution: White copy - Payroll • Yellow copy - Division Head File • Pink copy - Supervisor File • Gold copy - Employee

FORM: 40.0061CM  
DATE: 04-01-01  
M&E: 00-0703-3-1309

## **TECHNICAL SERVICES DIVISION**

SHIFT LOG

**SUPERVISOR SIGNATURE**

DATE

DATE: 4/24/02 SHIFT: SWING

**STATION:**

## **PERSONNEL ABSENCES**

PERSONNEL ABSENCES			
EMPLOYEE	TIME CALLED	TAKEN BY	REASON
Tony R.	1228	Roger	Sick

ACFT	TIME	SHIFT NOTES
Honda		up GRANITE - Roll STRUCTOR INSTL T-952 /03 SGAT S-7 DCR plus 5 small MOL 02
MPD		CLINGER FIR T-900 N-236 (DOS) PAK-3

~~REVIEW~~ ✓ MGR Book ON BOARD AIRCRAFT FOR POSSIBILITIES  
ATA CHAPTER - 32, 33, 34 + 38 MISSING.  
INSPECTED A/c AS FOLLOWS -

204 COL NON-Routine ON N-250 AS follows

- (1) RH SIDE Kneugor FLAP 3 + 4 SEALS TORN
- (2) LH SIDE FLAP SEALS 1 + 2 TORN Kneugor

058	9	SV = DONE	P/R = + Ø	PLA = Ø
MICU/TODS	OK	OIL = Ø	FUPS = Ø	BOR = Ø
		NPR = + Ø	LAV STRANDS = DONE	

249	18	SV = Doms	P/R = OPEN	PLAZA
conspic		oil = OPEN	fuels =	BOR = 0
Tony D.		HF MOD = OPEN	air = OPEN	
		LAV stomach = Removed		

FORM: 40.0061CM  
 DATE: 04-01-01  
 M&E: 00-0703-3-1309

## TECHNICAL SERVICES DIVISION

## SHIFT LOG

SUPERVISOR SIGNATURE: DATE: 4/14/02 SHIFT: GRAVES STATION: Guam

## PERSONNEL ABSENCES

EMPLOYEE	TIME CALLED	TAKEN BY	REASON
J. Martinez	0513	V. Sactof	Sick - Flu

ACFT	TIME	SHIFT NOTES
236	20 SV - C/w	
	MX RON - open	
	NAV DB - C/w	
	NonRoutines = 2	
JOBS	1) #3 & #4 LS RUBBER FLAP SPN WISE SEAL	
BOX	2) #2 ENG COWLING VORTEX DEVICE	
246	20 SV - C/w PLA - 1	
	PLA - Video Syst inop < Controller coming	
	in on trip - 1 >	
	NAV - DB - C/w	
	MOVE TO Gate - 13 -	
	* Swapped out w/ A/c 228	
227	21 SV - C/w PR - 0 PLA - 2 OI 1 - 1	
	OIL - Door Stoppers	
	PLA - Kruger flap seals	
249	15 SV 3 - PLA - 0 OIL - 0 PR - 0	
	Tire chg -	
	NAV DB -	
	2-dents INBD LWR THIN EDGE FLAP - C/w	
	TRNBKL -	
	11 NR	
140	MUST offer our Pct for 902/983 CNS @ 1850	
	Jr. Martinez Called in 8:15 AM	

FORM: 40.0061CM  
DATE: 04-01-01  
M&E: 00-0703-3-1309

## **TECHNICAL SERVICES DIVISION**

SHIFT LOG

**SUPERVISOR SIGNATURE:**

DATE: 4-28-02 SHIFT: GRAVEYARD STATION: GUNN

## **PERSONNEL ABSENCES**

PERSONNEL ABSENCES			
EMPLOYEE	TIME CALLED	TAKEN BY	REASON
Marjor	7:35	Fabian	Sick

**ACFT TIME**

---

**SHIFT NOTES**

- \* APU AUTO SHUTDOWN : STARTER GEN FILTER CLOGGED - OPEN
- \* STAB TRIM MOTOR R+R - OPEN
- \* ENG OIL SERVICE - c/w

746 0100-TERM G-20 SC-c/w PR-∅ PLA-∅ OIL-∅  
\* DIP - #2 ENG EEC FAULT, NEED TO CHANGE VBV - OPEN  
\* FUP - DROP DEAD; RIGHT PRIMARY HEAT EXCHANGER - ~~c/w~~

\* DIP - #2 ENG EEC FAULT, NEED TO CHANGE VBV - OPEN  
\* FUP - DROP DEAD: RIGHT PRIMARY HEAT EXCHANGER - ~~c/w~~

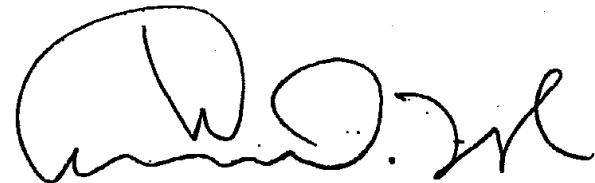
740 0440-TERM G-13 SC-OPEN PR-6 PLA-6 OIL-6

MAY 29, 2002

TO WHOM IT MAY CONCERN:

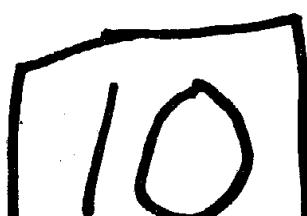
I, VINCE DIAZ, MAKE THE FOLLOWING STATEMENT  
THAT,

1. EMPLOYEES, OTHER THAN SUPERVISORS, IN THE MX DEPT., TOOK SICK CALL MESSAGES FROM OTHER EMPLOYEES ...
2. THESE MESSAGES WERE EITHER NOTED IN THE SHIFT TURNOVER LOG, ON THE MESSAGE BOARD OR PASSED ON VERBALLY TO THE SUPERVISOR ON DUTY ...
3. THIS PRACTICE IS NO LONGER USED AT WORK.
4. 2 EMPLOYEES WERE HIRED AS AIPS AFTER H. ASHTIAN'S TERMINATION, DENNIS FLORES & RICK CRUZ ...



VINCE DIAZ

734-1383



Mr. Hammer told me that after the recent event of 9-11. That Tony Astiani would never work around these aircraft again if he could do anything about it. Because he could not trust people like Mr. Astiani." end of statement.

Ronald E Roberts

671-6538408

478



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Honolulu Local Office

300 Ala Moana Boulevard, Room 7-127  
Honolulu, HI 96850-0051  
(808) 541-3120  
TTY (808) 541-3131  
FAX (808) 541-3390

June 14, 2002

Via US Mail and Fax

Continental Airlines, Inc.  
Legal Department  
ATTN: Louid Obdyke, Esq.  
P.O. Box 4607  
Mail Code HQSLG  
Houston, Texas 77210

**RE: Tony Ashtiani v. Continental Micronesia, Inc.**  
**EEOC Charge No.378-A2-000115**

Dear Obdyke,

In order to continue with the investigation, our office will need the following information.

1) Provide a list of all Respondent's aircraft mechanics who were no call/no show for two consecutive days between June 1999 to June 2001. Identify by

- a. name
- b. ethnic identity
- c. date of hire
- d. date(s) of no call/no show
- e. date of discharge

2) Provide all relevant documentation for each employee's discharge. If the employee was not discharged, explain why.

Provide the requested informed by June 21, 2002. If you have any questions, contact me at 808-541-3721. Thank you.

Sincerely,

Raymond J. Griffin Jr.

Investigator

001032

# Continental Airlines



Continental Airlines, Inc. Tel 713 324 5000  
41st Floor HQSLG Fax 713 324 5161  
1600 Smith Street  
Houston TX 77002

June 18, 2002

VIA FACSIMILE: 808-541-3390

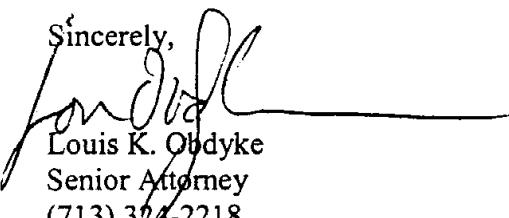
Mr. Raymond J. Griffin, Jr.  
The Equal Employment Opportunity Commission  
Honolulu Local Office  
300 Ala Moana Blvd., Room 7-127  
Honolulu, HI 96850

Re: Tony H. Ashtiani, Charging Party  
Continental Micronesia, Inc., Respondent  
Charge No. 378A200115

Dear Mr. Griffin:

I am in receipt of your request for additional information dated June 14, 2002. I am unable to respond by June 21 due to the fact that the company's director of human resources is out of the office until June 24, and then I will be "on the road" until July 1, 2002. We will gather appropriate comparative information and will forward it on July 3, 2002.

Again, I look forward to working with you in order to assist in a closing this charge with a finding of no cause for discrimination.

Sincerely,  
  
Louis K. Obdyke  
Senior Attorney  
(713) 324-2218



Continental Airlines, Inc.  
41st Floor HQSLG  
1600 Smith Street  
Houston TX 77002

Tel 713 324 5000  
Fax 713 324 5161

July 10, 2002

VIA FACSIMILE: 808-541-3390

Mr. Raymond J. Griffin, Jr.  
The Equal Employment Opportunity Commission  
Honolulu Local Office  
300 Ala Moana Blvd., Room 7-127  
Honolulu, HI 96850

Re: Tony H. Ashtiani, Charging Party  
Continental Micronesia, Inc., Respondent  
Charge No. 378A200115

Dear Mr. Griffin:

In response to your June 14 request for supplemental information, CMI advises that two maintenance employees other than Mr. Ashtiani were disciplined during the time period of January 1, 2000 to the date of Mr. Ashtiani's discharge, July 3, 2001, both occurred prior to Mr. Ashtiani's discharge. Other divisions within the company have additional disciplinary actions for No Call/No Show, but checks were made only within the maintenance (Tech Ops) department as that is where Mr. Ashtiani worked.

Mr. Bruce Lee, Chinese/American, was deemed a No Call/No Show in May 2000, but upon investigation and the employee's explanation (death in the family and qualified FMLA leave), Mr. Lee's disciplinary action was retracted. A second No Call/No Show involved a mechanic assigned to fly check flights for maintenance checks, Mr. Edwin Antonio, Asian-Filipino/American. Mr. Antonio failed to show-up for a scheduled check flight and failed to call in - he was issued a written warning based on no prior disciplinary action in his file, unlike Mr. Ashtiani's extensive disciplinary history. The Guam maintenance supervisors are checking for other possible No Call/No Show disciplinary actions, but since the company does not keep a "running log" for discipline, they must look at each individual personnel file - including all those discharged during the time period (files now in storage).

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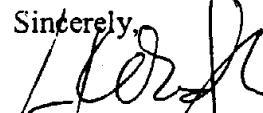
Ashtiani EEOC Response

July 10, 2002

Page 2

CMI hopes this information supports its decision to terminate Mr. Ashtiani for reasons other than his national origin, or any other discriminatory reason, and that you will be able to find no cause for discrimination.

Sincerely,

  
Louis K. Obayke  
Senior Attorney  
(713) 324-2218

IMANAGE 45258v1

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0769

PATIENT	DOCTOR	CHECK-IN
Date	OCT 03 2001	
Age	10.5 yr	
	110/60	
T-P-R	97 of 87-20	
Weight	185 #	
Recorder	JL	
Allergy	NKA	

S- 31 yrs male is here  
for decrease energy  
↓ ability to work  
is constant  
occurred after  
4 months of  
he was terminated of  
work. No low  
of blood pressure  
or sleep disorder  
- chronic fatigue + dyspepsia  
is decreased in work capacity  
01 BP 110/60 P for no TSST

How else, nothing

Chart - chrys

Exs is 2

Not having much  
as far as

new onset or

① Chronic fatigue Sust - ? P & med  
Person can not get  
job he held as an engt  
nichon or bartender for 17 yrs, D.O.B.  
P last work was  
TSST 10/20/01  
& follow up

### Guam Adult-Pediatric Clinic

612 N. Marine Drive, Suite #8, Dededo, Guam 96929  
Phone: 671-633-GAPC (4272)

### Patient's Progress Record

NAME: Antionio, Tony

D.O.B. 10/6/63

INSURANCE: Multicover

CHART #: 48767

572